

COLLECTIVE AGREEMENT

BETWEEN

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2305

(Effective April 1, 2021 to March 31, 2026)

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THIS AGREEMENT made this day of 2024.

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION hereinafter called "the Employer"

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2305 hereinafter called the "Union"

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

1.03 This Agreement covering wages, benefits and other working conditions shall supersede all previous agreements, arrangements, practices, or terms and conditions of employment between the Employer and Employees represented by the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights – The management of the Employer's business and the employment, direction and supervision of the Employees, including the transfer, promotion, layoff, suspension and discharge for just cause, is vested exclusively in the Employer and management in accordance with the collective agreement.

Causes of disagreement will be dealt with in accordance with Article 11 of this Agreement.

- 2.02 Not discriminatory – The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of their employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 Bargaining Unit – The Employer recognizes the Canadian Union of Public Employees and its Local 2305 as the sole and exclusive bargaining agent for all of its Employees save and except Executive Director, and persons excluded by subsection (2) of Section 2 of the *Trade Union Act*, R.S.N.S. 1989, as amended by S.N.S. 1994, c. 35; 2000, c.4 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Work of the Bargaining Unit – Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, training, or unanticipated circumstances when regular Employees are not available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any Employee.
- 3.03 The Collective Agreement is fully applicable to all permanent full-time, permanent part-time Employees and term Employees, unless otherwise specified. Vacation, statutory holidays and sick leave benefits will be pro-rated for Part-Time Employees. Layoff and recall rights are reserved to permanent full-time and permanent part-time.

The parties agree that weekend overnight or overnight support staff will be paid their overnight rate or additional hours rate, whichever is higher, for any additional shifts they do, up to a maximum of forty (40) hours per week.

Casual Employee – is one who is engaged on a day-to-day basis. The provisions of this Agreement will not apply to casual Employees.

Day – means a period of eight (8) hours for the purpose of calculating leave benefits, unless specified otherwise in a particular Article.

Employer – is an incorporated, non-profit society, operating under the name Metro Community Housing Association pursuant to the laws of Nova Scotia. The society is governed by a Board of Directors whose head office is located 7071 Bayers Road, Suite 280, Halifax, Nova Scotia.

Permanent Full-time Employee – is one who, having completed the probationary period, normally works on a full schedule basis.

Holiday – means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a holiday in this Agreement.

Permanent Part-time Employee – is one who is regularly scheduled to work on an on-going basis but, for less than eighty 80 hours biweekly. The parties agree that staff will be paid their regular rate for any additional day/evening hours worked, except for sleep shifts, up to a combined maximum of less than eighty (80) hours biweekly. Vacation, statutory holidays and sick leave benefits will continue to be prorated.

Term Employee – is an Employee who is hired for a defined period of time in excess of twenty (20) working days. The Employee shall be given advance notice of ten (10) working days if possible prior to any extension of the term. If the employer cannot provide notice that a term is ending within fourteen (14) working days prior to the scheduled end date, the term employee shall be eligible to be placed in a position that remains vacant after the posting process in article 15.01 is complete so long as the employee is qualified.

Union – means the Canadian Union of Public Employees, Local 2305.

- 3.04 No Other Agreements – No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

- 4.01 Employer Shall Not Discriminate – The Employer agrees that there shall be no interference, restriction, or coercion exercised or practiced with respect to any Employee wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, family status, mental or physical disability, irrational fear of contracting an illness or disease, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of their membership or activity in the Union, pursuant to the Nova Scotia *Human Rights Act*.
- 4.02 Both the Employer and the Union consider harassment to be reprehensible and are committed to maintaining an environment in which harassment does not exist.

4.03 Duty to Accommodate

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their position due to a mental or physical disability, the Employer and Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union. The affected employee shall participate and cooperate fully in this process.

4.03.1 Procedure for Evaluating and Accommodating Employees with Disabilities

- a) The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.
- b) Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives and to the Union representatives, that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a disability which requires accommodation and the extent of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position.
- c) The parties agree, that to the extent reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.
- d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and Union from continuing duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
- e) Representatives of the Employer and Union, together with the affected Employee shall meet to discuss the existence and nature of the disability and the appropriate accommodation measure which would achieve the accommodation with respect to the Employee.

- f) The Employer, the Union and the affected Employee shall share with each other all information relevant to the accommodation of the affected Employee, including medical information set out in this process and information regarding the requirements and duties of the Employee's position.
- g) In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts and/or orientation of the Employee, to the extent that such, do not cause the Employer undue hardship. Where modifications are implemented by the Employer, these are made on a without prejudice and individual basis.
- h) Agreements between the parties regarding the accommodation of Employees shall be in writing. These agreements shall contain provisions regarding the process, which will be followed by the parties in the event that there is a change in the accommodated Employee's circumstances, including a lessening or worsening of the Employee's disability. The Employer agrees that it will not impose an accommodation which has the effect of abridging or infringing Collective Agreement rights of other bargaining unit members unless there is no reasonable alternative.
- i) The Union agrees to support accommodative measures which may require modification of the Collective Agreement provisions, unless doing so would in its determination constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.

4.04 Independent Medical Examination

The Employee, if requested by the Employer, will attend an independent medical examination, if the Employer deems it appropriate in order to deal with a duty to accommodate, or an Employee's fitness to return to work, in conjunction with Article 22. In the event of an independent medical examination, it would be preferred if the parties could agree to a practitioner if possible. If the parties are unable to agree, Employer shall provide the Employee with the names of three (3) practitioners and the Employee will select one (1) of the three (3). The Employer shall be responsible for paying any fees related to requested medical visits and/or documents.

ARTICLE 5 - UNION MEMBERSHIP

- 5.01 All Employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union and shall pay dues the first day of work becoming a Bargaining Unit Employee.

ARTICLE 6 - CHECK-OFF AND UNION DUES

- 6.01 The Employer shall deduct from every Employee any dues levied, in accordance with the Union Constitution and By-Laws. The Union shall inform the Employer in writing of the deduction of any dues levied. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to action taken by the Union for the purpose of complying with the provision of this article.
- 6.02 Deductions — The Employer will, as a condition of employment, deduct an amount equal to membership dues from the bi-weekly pay of all Employees in the Bargaining Unit. The Employer will deduct an amount equal to the membership dues from the payroll of each month and shall forward same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list, in duplicate, of names, addresses, one phone number, one email address and classifications of Employees from whose wages the deductions have been made. At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate on such slips, the amount of Union dues paid by each Union member in the previous year. The Employer is not responsible for any errors which may occur in the remittance of Union dues. Should any errors be brought to the attention of the Employer, the Employer will correct them.
- 6.03 Employee/Member Contact Information
The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) The name of each employee
 - (b) The mailing address and telephone number (if available) of each employee;
 - (c) The personal email address of each employee (if available); and
 - (d) The employee's employment status (such as Permanent Full-time, Permanent Part-time, Term)

To ensure accurate information all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number, and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 New Employees – The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect. The Employer also agrees to hand out a Union information package to new Employees.

7.02 The Union Information package shall include the Collective Agreement and a list of Union Stewards or Representatives.

7.03 Job descriptions will be provided to Employees by the Employer upon hiring or a change in classification.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence – Except as herein provided, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director/Designate of the Association and the President/Designate of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee – A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the Employees.

9.02 Function of Committee – The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- 2) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with services).
- 3) Correcting conditions causing grievances and misunderstandings.

9.03 Meetings of Committee – The Committee shall meet at least quarterly or, at the request of either party, at a mutually agreeable time and place. Its members shall receive a notice and itemized agenda with supporting details of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

9.04 Chairperson of the Meeting — The Chairperson shall alternate between the Union and Employer representatives in six (6) month intervals. Minutes of each meeting of the Committee shall be prepared and reviewed by all members of the Committee. The minutes shall then be approved at the next meeting.

9.05 Jurisdiction of Committee – The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR RELATIONS AND BARGAINING COMMITTEE

10.01 Representation – The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the bargaining unit. The Union will provide the Employer with the names of its stewards and the Employer will advise the Union of its representatives with whom the Union may be required to transact business.

10.02 Union Bargaining Committee – A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

10.03 Function of Bargaining Committee – All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussions and settlement.

10.04 Representative of Canadian Union of Public Employees – The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, following notification and approval by the Supervisor of the premises being visited. Such approval shall not be unreasonably withheld.

10.05 Time off for Meeting — Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend Labour Management Bargaining meetings when scheduled to work, provided the Executive Director or designate receives two (2) weeks' notice that such leave is required. One member of the Union Executive will (if scheduled to work) be given time off with pay to attend meetings of the Union membership which are held for the purpose of voting on changes to the Collective Agreement.

10.06 Meeting of Committee – In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Recognition of Union Representatives – In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union Representatives. The Union Representative shall assist any Employee they represent, in preparing and presenting the Employee's grievance in accordance with the grievance procedure.
- 11.02 Name of Union Representatives – The Union shall notify the Employer in writing of the name of each Union Representative before the Employer shall be required to recognize them.
- 11.03 Permission to Leave Work – The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Union Representative is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Union Representative shall leave their work without obtaining coverage when necessary and the permission of their Supervisor, which permission shall not be unreasonably withheld. This will not result in overtime.
- 11.04 Definition of Grievance – A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance, the question shall be taken up through the grievance procedure and determined, if necessary, by arbitration.
- 11.05 Settling of Grievances – An earnest effort shall be made to settle grievances fairly and promptly in the following manner. A grievance must be submitted in writing to the Employer within twenty (20) working days of its occurrence.

Step 1

The aggrieved Employee will submit their grievance to their Steward. At each step of the grievance procedure the grievor shall have the right to be present. If the Steward considers the grievance to be justified, they will first seek to settle the dispute with the Employee's Supervisor. The immediate Supervisor will respond within five (5) working days after the grievance is received.

Step 2

If the grievance is not settled at Step 1, the grievance must be processed to Step 2 within ten (10) working days after the receipt of the Supervisor's response, by the Union presenting the grievance to the Human Resources Manager. The Employee's Steward will submit to the Human Resources Manager a written statement outlining particulars of the grievance and the redress sought. The Human Resources Manager shall render their decision within ten (10) working

days after receipt of such notice.

Step 3

If the grievance is not settled at Step-2, the grievance must be processed to Step 3 within ten (10) working days after the receipt of the Human Resources Manager's response. The Employee's Steward will do this by submitting the grievance to the Executive Director who shall render their decision within ten (10) working days after receipt of such notice.

Step 4

If the grievance is not settled at Step 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) working days after the receipt of the Executive Director's response.

- 11.06 Policy Grievance – Where a dispute involving a question of general application or interpretation occurs or where a group of Employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be bypassed. A grievance must be submitted to the Employer within thirty (30) working days of its occurrence.
- 11.07 For the purpose of determining time limits in the grievance and arbitration procedures; working days shall be exclusive of Saturdays, Sundays or holidays.
- 11.08 Grievance on Safety – An Employee, or a group of Employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.
- 11.09 Replies in Writing – Replies and submissions to grievances stating reasons shall be in writing at all stages of the grievance procedure.
- 11.10 Union May Institute Grievances – The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.
- 11.11 The parties acknowledge and agree that the intended purpose of presenting a grievance before an arbitration board shall be to seek a real determination of the matter in dispute and to enable the Board to render a decision which it deems just and equitable.

ARTICLE 12 - ARBITRATION

- 12.01 Single Arbitrator — A single arbitrator shall be appointed by mutual agreement between the parties. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name and address of a single arbitrator who may be appointed by mutual agreement between the parties.
- 12.02 Failure to Appoint – If the Parties fail to agree upon an arbitrator within ten (10) days the appointment shall be made by the Minister of Labour and Advanced Education upon request of either party.
- 12.03 Arbitration Procedure – The arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference in allegation and render a decision as soon as possible.
- 12.04 Arbitration Award – The decision of the arbitrator shall be final, binding, and enforceable on all Parties, and may not be changed.
- 12.05 Arbitration Expenses – Each party shall pay:

One-half (1/2) the fees and expenses of the arbitrator.
- 12.06 Amending of Time Limits – The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties.
- 12.07 Witnesses – At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 12.08 A Board may be appointed by mutual agreement between the parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 Discharge Procedure – An Employee who has completed their six (6) month probationary period may be dismissed, but only for just cause. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 13.02 An Employee considered by the Union to be wrongfully or unjustly dismissed or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

- 13.03 The Employer agrees not to introduce, as evidence, in a hearing relating to disciplinary action, any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing.
- 13.04 Right to have a Steward present – An Employee shall have the right to have their Steward present at any discussion with supervisory personnel which the Employer believes might be the basis for disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.
- 13.05 An Employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The Employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 13.06 The record of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action provided no subsequent disciplinary action has been recorded during this period. At any time after the twenty-four (24) month period, the personnel file shall be purged of any documents.

An Employee shall be entitled to copy any documents that are contained in their personnel file. An Employee who has been terminated from employment for just cause and has filed a grievance under article 11 may request in writing a copy of their personnel file to be provided by the employer within twenty (20) calendar days of the request.

- 13.07 An Employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a strike. Failure to cross such a picket line by a member of this Union shall not be grounds for disciplinary action unless the failure to cross the picket line jeopardizes the safety or psychiatric or medical treatment of any of the Association's clients.

ARTICLE 14 - SENIORITY

- 14.01 Seniority Defined (Type of Seniority Unit) – Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining-unit-wide basis, unless otherwise specified.

14.02 Seniority List – The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Tie breaking for employees hired on the same day shall be by random draw in the presence of the Union.

14.03 Probationary Period for Newly Hired Employees – Newly hired Employee(s) shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority – An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An Employee shall lose their seniority in the event:

- 1) The Employee is discharged for just cause and is not reinstated.
- 2) The Employee resigns in writing.
- 3) The Employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such was not reasonably possible.
- 4) The Employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- 5) The Employee is laid off for a period longer than one (1) year.

14.05 Transfers and Seniority Outside Bargaining Unit – No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a permanent position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, and for a period of three (3) months but will not accumulate any further seniority. An Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of three (3) months. If an Employee returns to the bargaining unit, within three (3) months they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

If an Employee is in a defined term position with the Employer that is not greater than 18 months, the Employee shall retain their seniority for a period of three (3) months. Upon returning to the bargaining unit, the Employee's seniority date will be adjusted to reflect the time away from the bargaining unit beyond the three (3)

months.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings – When a vacancy for a period of more than twenty (20) calendar days occurs, or a new position is created, the Employer shall immediately notify the Union in writing and post notice of the position in all offices electronically, and on social media for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position. No outside applicants for the posted position shall be considered until present Employees have had an opportunity to apply within the foregoing time limit.

15.02 Information on Postings – Such notice shall contain the following information:

- 1) nature of position;
- 2) required qualifications, including knowledge, education, skills and abilities as stated in job descriptions;
- 3) hours of work in a bi-weekly period; and,
- 4) wage or salary rate or range.

All job postings shall state: "Metro Community Housing promotes an environment that is inclusive, respectful and supportive of diversity."

15.03 Role of Seniority in Promotions and Transfers – Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunities should increase in proportion to length of seniority and required qualifications.

Therefore, in filling vacancies and making transfers or promotions, the applicant who possesses the required qualifications in accordance with 15.02 shall be appointed.

Where more than one applicant has the required qualifications, the applicant with the greatest seniority shall be appointed. Transfers and promotions from within the bargaining unit shall be made within three (3) weeks of posting.

15.04 Trial Period – The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the Employee shall be declared permanent after the period of up to three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the new Employee is unable to perform the duties of the new classification,

they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former positions, wage or salary rate, without loss of seniority.

15.05 Training Courses – All education information received by the Association regarding workshops, seminars, etc., will be distributed to all work locations.

15.06 Promotions Regarding Higher Qualification – Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is currently enrolled in a program to obtain the required qualifications. Such Employee will be given a trial period to qualify and will revert to their former position if the required qualifications are not met within three (3) months.

15.07 Notification to Employee and Union – The Union and any affected Employees shall be notified of all appointments, hirings, lay-offs, transfers, reassignments, recalls, leaves of absence and terminations of employment on a bi-weekly basis.

15.08 Orientation

- 1) Upon hiring the Employer shall provide an orientation program to include all essential information (Philosophy of Metro Community Housing Association, Staff Policies, procedures, routines, etc.) paid for as working time.
- 2) There will be ongoing staff development opportunities related to the needs of each staff person.
- 3) Reasonable transportation and accommodation for courses, seminars, etc., which are held outside the metropolitan area may, by mutual agreement, be a recoverable expense for Employees who have been selected.

15.09 Diversity

The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the

Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.01.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 A layoff shall be defined as an elimination of a classification, a reduction in the workforce or a reduction in an employee's regularly scheduled hours of work.

16.02 a) Union Consultation – Where permanent Employees are to be laid off, the Employer will advise and consult with the Union as soon as is reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to lay off an Employee.

b) Role of Seniority in Layoffs – Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of layoff, permanent Employees shall be laid off by classification in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump the Employee with the least seniority in their own classification or another classification, provided such employee has equal or lesser hours and further providing that the employee who exercises the right to bump is qualified to perform the work of the employee with the least seniority in another classification. The right to bump shall include the right to bump up.

16.03 Recall Period – Permanent Employees who are laid off shall be placed on a recall list for a period of one (1) year, in accordance with Article 14.04(5).

16.04 Recall Procedure – Permanent Employees shall be recalled by classification in the order of their seniority. Employees shall also be given an option of recall to another classification for which they are qualified to perform the work. The Employer and Union agree that each employee shall have the ability to have the first option to return to the classification and hours of work from which they were originally laid off.

16.05 No New Employees – No new Employees shall be hired until those laid off in that classification have been given an opportunity of recall.

16.06 Advance Notice of Layoff

a) The Employer shall notify Employees who are to be laid off, thirty (30) calendar days prior to effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

- b) When the Employer deems lay-off necessary, each affected employee shall receive a lay-off notice which shall include bumping options for each employee.

16.07 Refusal of Recall — Refusal of recall shall be handled as follows and relates to any position for which the Employee is qualified:

A permanent Full-time Employee turning down a part-time opportunity shall remain on recall.

A permanent Full-time Employee turning down a full-time opportunity shall be removed from the recall list.

A permanent Part-time Employee turning down a full-time opportunity shall remain on recall.

A permanent Part-time Employee turning down a part-time opportunity shall be removed from the recall list.

An Employee recalled for employment of three (3) months or less at a time when the Employee is employed elsewhere, shall not lose their recall rights for refusal to return to work.

ARTICLE 17 - HOURS OF WORK

17.01 1) The regular hours of work for full-time Employees shall be a minimum of eighty (80) hours in a biweekly pay period and shall typically consist of shifts of eight (8), ten (10) and twelve (12) hours.

2) The regular hours of work for part-time Employees shall be less than eighty (80) hours in a bi-weekly period.

3) Rest and Meal breaks will be taken in accordance with LOU #3 – Rest and Meal breaks are as follows:

8 hour shifts – 30 minute break in middle of the shift, one 15 minute break during the first half of the shift and another 15 minute break during the second half of the shift.

10 hour shifts – (with the exception of overnight sleep shifts) 45 minute break in middle of the shift, one 15 minute break during the first half of the shift and another 15 minute break during the second half of the shift.

12 hour shifts – 45 minute break in middle of the shift, one 20 minute break during the first half of the shift and another 20 minute break during the second half of the shift.

- 17.02 The work schedule for each Employee shall be posted in an appropriate place at least two (2) weeks in advance. Employees shall be notified of any change in the schedule, once it is posted, at least seventy-two (72) hours in advance. In the event that seventy-two (72) hours notice is not given, overtime rates will be paid for the changed shift, unless the change was requested or agreed to by the Employee.
- 17.03 Employees who are classified as overnight support shall be paid the additional hours rate for the time required to resolve any incident as outlined by the MCHA Incident Policy.
- 17.04 All part-time Employees shall have the option of being offered shifts to work up to Full-time hours before casual Employees are called in. This shall be done in accordance with the following:
1. Part-time Employees will have access to available shifts within their classification prior to shifts being offered to casual staff.
 2. Part-time Employees will need to be available to work all shifts, within their classification, at the worksite in order to have priority for shifts.
 3. Part-time Employees will have the option to opt out of these provisions.
 4. Part-time Employees will be called on a rotational basis. Employees shall submit their name to be put on the list, in writing, for the specific work locations that they wish to work (copy to the supervisor and Human Resource Department). This shall comprise the call-in list for each location and shall be listed by seniority. Employees shall be called/offered the opportunity to work additional hours based on their seniority, on a rotational basis. IE: Once a shift is accepted, the next shift shall be offered to the employee next on the list, below the employee that was offered the last shift.
 5. The Employer will endeavour to update these lists on a biweekly basis. Employees who have not accepted a shift within the preceding three (3) months may be removed from the list.
 6. Part-time Employees called in for additional shifts will not be granted full-time status.
 7. Benefits such as vacation, statutory holidays and sick time will be pro-rated based on regularly scheduled hours and not on additional hours worked as a result of these provisions.

8. Full-time and part-time Overnight Support/Weekend Overnight staff will receive priority for additional shifts outside of their classification, in their work location only, after eligible Residential Counselors have been called.
- 17.05
1. Overnight support or weekend overnight support staff will be paid the equivalent of the MCHA additional hours rate for any additional hours worked outside their classification.
 2. For all other classifications, additional hours will be paid at the classification rate in which the work is being performed.

ARTICLE 18 - OVERTIME

- 18.01 All time worked after eighty (80) hours (in a bi-weekly pay period) shall be considered overtime and paid for at the rate of time and one-half or paid out. Overtime must be authorized by the Employer. Employees will be given the option of choosing overtime pay or time off equivalent to the overtime rate. Time off in lieu shall be taken within six (6) bi-weekly periods or the time off will be paid out by the Employer on the following pay period. Time off must be approved by the Employer.
- 18.02 (a) Overtime shall be divided equally among Employees who are willing and qualified to perform the available work, by classification. Employees shall submit their wish to be put on the list, in writing, for the specific work locations that they wish to work overtime in (copy to the supervisor and Human Resource Department). This shall comprise the overtime list for each location and shall be listed by seniority. Employees shall be called/offered the opportunity to work overtime shifts based on their seniority, on a rotational basis. IE: Once a shift is accepted, the next overtime shift shall be offered to the employee next on the list, below the employee that was offered the last shift.
- (b) The Employer shall make every effort not to cancel an overtime shift that has been approved and accepted. In the event that seventy-two (72) hours notice of cancelling an overtime shift has not been given, the Employee shall be paid for the hours at the overtime rate.
- 18.03 An Employee who is called in to work outside their normal working hours shall be paid for three (3) hours at the Employee's regular rate or time and one-half for all overtime worked, whichever is greater.
- 18.04 No Employee will be required to work overtime against their wishes when other Employees are available and capable of performing the required work.

ARTICLE 19 - SHIFT WORK

19.01 Rest Between Change of Shifts — Failure to provide at least eight (8) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest period unless mutually agreed otherwise.

19.02 Shift Premium

A shift differential premium of two dollars and thirty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between 1900 hours and 0700 hours.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective date of ratification (April 18, 2024) and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

The shift premium shall be applicable to all hours worked, including overtime hours worked.

19.03 Weekend Premium

A weekend premium of two dollars and thirty-five cents (\$2.35) per hour shall be paid to all employees for each hour worked between midnight Friday and midnight Sunday.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective date of ratification (April 18, 2024) and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

The weekend premium shall be applicable to all hours worked, including overtime hours worked.

*Articles 19.02 and 19.03 do not apply to overnight sleep positions or those employees who work overnight support shifts for additional hours – refer to MOA #5.

19.04 Employees who are required to carry emergency cell phones will receive two hundred and forty five dollars (\$245.00) per week.

An Employee who is required to work shall be paid in accordance with Article 18.03.

ARTICLE 20 - HOLIDAYS

20.01 Holiday is defined as the twenty-four (24) hour period starting at 12:01 a.m. on the day designated as the Holiday.

20.02 The Employer recognizes the following as paid holidays:

New Year's Day	Natal Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
National Day of Truth and Reconciliation	

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

20.03 In order that an Employee may qualify for holiday benefits they must have worked their last scheduled shift prior to, and the next scheduled shift following the holiday or have been on paid leave of either or both of those scheduled shifts. An Employee absent on a holiday because of a bona fide illness shall be eligible for the holiday benefits. An Employee absent on a holiday because of an injury shall be eligible for holiday benefits provided that the injury is reported to, verified by the Employer, and a medical certificate is obtained from the Employee's medical practitioner.

20.04 If an Employee's normal workday is on a holiday, the Employee will be compensated by being paid time and one-half (1/2) for all hours worked on that day and:

- (1) receive an additional day's pay equivalent to eight (8) hours; or
- (2) receive a statutory holiday in lieu, equivalent to eight (8) hours, which must be taken within six (6) months after the holiday. Any holiday lieu time not taken within the six (6) month period following the holiday, shall be automatically paid to the Employee.
- (3) in order to get three days off an Employee will not be scheduled to work on a holiday if the two (2) previous days off are immediately prior to the holiday.

20.05 If an Employee is called to work on a holiday which is on their normal day off, the Employee shall be compensated by receiving a day off equivalent to eight (8) hours at a later date, plus two (2) times straight time for all hours worked, provided that if notice has been given seventy-two (72) hours prior to the holiday, they will be paid one and one-half (1 1/2) times for all hours worked.

20.06 When a holiday falls on an employee's scheduled day off, the Employee shall receive (8) hours time off in lieu of the Holiday. The number of hours are pro-rated for part-time staff.

20.07 An Employee on disability does not accumulate statutory holiday benefits.

20.08 An Employee whose shift is split between a holiday and a non-holiday shall be paid time and one-half (1¹/₂) for hours worked on the day designated as the Holiday and straight time for hours worked on the non-holiday.

ARTICLE 21 - VACATION

21.01 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with their complete years of employment as follows:

- less than one (1) year - ten (10) hours (equivalent to 1.25 working days) for each month of completed service
- one (1) year or more - 120 hours (equivalent to fifteen (15) working days)
- three (3) years or more - 160 hours (equivalent to twenty (20) working days)
- ten (10) years or more - 200 hours (equivalent to twenty-five (25) working days)

The hours shown above are calculated based on an eight (8) hour day.

Vacation entitlements are pro-rated for part-time Employees according to regularly scheduled hours.

21.02 Compensation for Holidays Falling Within Vacation Schedule – If a paid holiday falls on or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed on.

21.03 Vacation Pay – Vacation pay for each week of vacation shall be at the rate effective during the vacation period.

21.04 Vacation Pay on Termination – An Employee terminating their employment at any time in their vacation year, before they have their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

- 21.05 (a) Vacation shall be scheduled between January 1 and December 31 (April 1st and March 31st effective April 1, 2021) each year. All Employees are required to request any desired vacation time of five (5) days duration or longer at least twenty-one (21) days prior to taking the vacation. The Employer shall respond within fourteen (14) days.
- i. Where an Employee requests vacation under five (5) shifts, the Employer will respond to the Employee within forty-eight (48) hours.
 - ii. Where two (2) Employees at the same job site request vacation for the same time period, and this period does not exceed three (3) consecutive shifts, requests may be granted where operationally possible.
 - iii. Where the time period is greater than three (3) consecutive shifts, requests shall be granted on a first-come, first serve basis.
 - iv. Any changes to the vacation schedule shall not be made unless mutually agreed upon in writing by the Employer and the Employee.
 - v. Every effort will be made to provide vacation in accordance with an Employee's wishes based on their seniority and classification within the location.

The final decision must be the prerogative of the Employer. Such decision shall not be made unreasonably.

- (b) Vacation Coverage - The Employer shall be responsible for replacements for all leaves of more than five (5) days. The Employee shall be responsible for securing a replacement for vacations of five (5) days or less.

21.06 Subject to operational requirements, an Employee will be granted their vacation in one (1) unbroken period.

21.07 An Employee shall be obligated to use their annual vacation, excepting that they shall be granted carryover of vacation each year to a maximum of one hundred and twenty (120) hours. Vacation carryover in excess of one hundred and twenty (120) hours shall only be paid out in the event the Employer deems it operationally impossible to grant the vacation within the calendar year.

21.08 The Employer shall advise each Employee in writing by January 31 and April 30th, of the unused portion of the Employee's annual vacation which has been carried over. (*As of April 30th, 2021, the January 31st date will no longer be used due to changing to the fiscal year)

21.09 An Employee on disability shall not accrue vacation benefits but shall be entitled to any previously accumulated benefits.

21.10 Where an Employee can establish written verification from a medical professional that the Employee's illness or accident required hospitalization during the Employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the Employee is hospitalized.

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave Defined — Sick leave means the period of time an Employee is absent from work by virtue of being physically or mentally unable to perform one's duties, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Physically or mentally unable to perform one's duties means that the Employee is unable to fulfill their Employee obligations due to sickness.

22.02 Annual Paid Sick Leave – Twenty-four (24) days (equivalent to 192 hours) sick leave per year shall be earned by an Employee at the rate of two (2) days for every month an Employee is employed. Sick leave credits may be earned but not used during the first three (3) months of the Employee's probationary period. Sick days are pro-rated for part-time Employees.

22.03 Accumulation of Sick Leave – The unused portion of an Employee's sick leave shall accrue for their future benefits to a maximum of one hundred fifty (150) days.

22.04 Deduction from Sick Leave – A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.

22.05 Proof of Illness – In case of absence from work due to sickness of a duration of longer than five (5) consecutive days, the Employee may be required by the Employer to produce a doctor's note. The Employer agrees to pay the cost, if any, of any medical certificate that the Employer may request. All sick leave notes and certificates shall be placed in an employee's separate confidential medical file.

22.06 Sick Leave Records – The Employer shall advise each Employee in writing by April 30th of the amount of sick leave accrued to their credit.

22.07 Eligibility for Sick Leave – In order to be eligible for paid sick leave, an Employee must give at least one (1) hours' notice, prior to start of shift, of absence from their day shift to staff person on duty, and three (3) hours' notice of absence for a shift commencing later than 11:59 a.m. to a phone number provided by the Employer for such purposes. Employees who work awake overnight shifts must provide at least two (2) hours' notice prior to the start of the shift.

22.08 Sick leave credits shall not be earned while an Employee is on disability, but an Employee shall be entitled to any previously accumulated sick leave benefits.

22.09 Where no one, other than the Employee, can provide for the needs during illness of a family member living in the same household, the Employee shall be entitled, after notifying the Employer in advance, to use a maximum of forty (40) hours sick leave during any one (1) fiscal year, so long as the Employee has the necessary sick leave credits. Employees may be required to provide verification of the illness upon request.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions – Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

23.02 Grievances and Arbitration Pay Provisions – Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

23.03 Leave of Absence for Union Functions and Full-time Union Duties

- 1) Upon written request to the Employer and with reasonable notice, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence, without pay, and without loss of benefits. Leave of absence without pay and without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and labour organizations with which the Union is affiliated.
- 2) An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union- is affiliated, shall be granted leave of absence without loss of seniority. Requests for extensions shall be granted provided the Employee gives one (1) months' notice. Such Employee shall receive their pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- 3) The Employer agrees to continue the Employee's wages and benefits while off on Union Leave. The cost shall be billed to the Union by way of an itemized invoice to the Local's Secretary-Treasurer.

23.04 Leave of Absence for Public Duties

- 1) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.
- 2) Upon written request, an Employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.

23.05 Paid Bereavement Leave – An Employee shall be granted five (5) consecutive calendar days leave without loss of pay and benefits in the case of death of the following: parent, step-parent, spouse, partner, common-law partner, brother, sister, child, step-child, mother-in-law, father-in-law.

An Employee shall be granted two (2) consecutive calendar days' leave (plus one (1) travel day if necessary) without loss of pay and benefits in the case of death of the following: grandparents, uncles, aunts. If death occurs during vacation or lieu time, bereavement leave will be substituted for the scheduled vacation/lieu days.

In-law and step relationships must be current at the time of the request for leave

In the event that the service takes place at a later date, an employee may request up to two (2) days of bereavement leave be deferred for that purpose. If two days are deferred from five (5) days entitlement, the days deferred are days 4 and 5. The two (2) days must be consecutive and one of the days must be the day of service.

23.06 Pregnancy and Parental Leave – An Employee shall be entitled to pregnancy/parental leave in accordance with the *Labour Standards Code* and the *Employment Insurance Act*.

23.07 Paternity Leave – An Employee who has completed the probationary period shall be entitled to five (5) days paternity leave with pay and without loss of benefits at the time of, during or following, the birth of their child.

23.08 Jury Duty – Leave of absence with pay shall be given to an Employee, other than an Employee who is on a leave of absence without pay or under suspension, who is required:

- 1) to serve on a jury, or
- 2) by subpoena or summons to attend, as a witness, in any proceeding held in or under the authority of a Court or before an arbitrator authorized by law to make an inquiry and to compel the attendance of witnesses.

An Employee given leave of absence, with pay, pursuant to this Article shall have deducted from their wages an amount equal to the amount the Employee receives for such duty.

23.09 Education Leave - If an Employee is required by the Employer to take any training, the Employer shall be responsible for any lost wages, benefits and training costs without loss of seniority. An Employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

23.10 General - An Employee shall be entitled to leave of absence without pay and without loss of seniority when the Employee requests such leave for good and sufficient cause. Such request shall be in writing and is subject to approval by the Employer which shall not be unreasonably denied.

23.11 The Employer will consider all requests for paid education leave for all Employees selected or appointed to attend seminars, workshops or labour conferences.

23.12 Leave for Storm or Hazardous Conditions

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:

1. take the absent time as unpaid; or
2. deduct the absent time from accumulated overtime, holiday time or vacation; or
3. when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

23.13 Compassionate Care Leave

Employees shall be granted unpaid compassionate care leave in accordance with the *Labour Standards Code of Nova Scotia*, and may be granted more time if requested by an Employee, subject to operational requirements.

23.14 Domestic Violence Leave

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to a leave of absence if the Employee or a child of the Employee experiences domestic violence in accordance with the *Labour Standards Code*.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days – The Employer shall pay salaries and wages biweekly by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

24.02 Pay on Temporary Transfers, Higher Rated Job – When an Employee is assigned to perform the duties of a higher paying position which is to be for a period of at least one full shift, the Employee shall receive the higher rate of pay. Such transfers shall not be subject to the posting procedure.

24.03 Pay on Transfer, Lower Rated Job – When an Employee is assigned to a position paying a lower rate, the Employee's rate shall not be reduced.

24.04 Employees will receive equal pay for equal work regardless of gender.

24.05 Rate of Pay on Promotion – When an Employee is promoted to another classification in accordance with Schedule "A", such Employee shall be placed in an experience grade in their new classification which will provide an immediate increment increase over the Employee's previous wage rate. The date of promotion to the new classification shall become the anniversary date for application of the wage progression. After three (3) months at the higher rate, the Employee shall be reclassified at that rate.

24.06 Transportation

- 1) An Employee who is called back to work due to emergency or filling in for another staff shall have their taxi fares paid on production of a receipt, or shall receive a kilometrage allowance equivalent to the Provincial Government rate, if they use their own means of transportation.

- 2) The Employer may authorize an Employee to use their own vehicle for Association business and shall reimburse the Employee at the kilometrage allowance at the Provincial Government rate, if they use their own means of transportation.

24.07 An Employee shall be given either two (2) weeks' notice in writing, or two (2) weeks' pay at the regular rate for the position last occupied, for every year of employment, if the Employer:

- 1) ceases its operation wholly or partly;
- 2) merges with another Employer, and the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work.

24.08 Any monies being paid/owed to Employees shall be in the form of a separate direct deposit/cheque from the regular bi-weekly wages.

24.09 Recognition of Previous Experience – RRWs and RCWs

RRW/RCWs may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the RRW/RCW's previous experience as either an RRW or RCW for the purpose of initial placement on Schedule A. The RRW or RCW must submit the evidence within 30 days of commencement of employment. A RRW/RCW will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 Workers' Compensation

- (1) When an Employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the Employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the Employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an Employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an Employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's accumulated sick leave credits are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.

- (2) The Employer and the Employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an Employee is in receipt of Workers' Compensation benefits up to a maximum of eighteen (18) months.
- (3) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (4) An Employee shall accrue vacation credit while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (5) An Employee shall not accrue any other benefits while on Workers' Compensation.
- (6) An Employee who participates in an ease back or return work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the Employee continues to receive WCB benefits for the time worked.

25.02 The Employer agrees to continue the present Extended Health, Basic group life, and Long-Term Disability insurance plans. The Employer shall pay 45% of the extended health contributions and the employee shall pay 55%. The Employer shall pay 50% of the cost of premium for the Dental plan and the Employee shall pay 50% of the cost of those premiums. Long Term Disability premiums shall be cost shared at 80% Employee paid and 20% Employer paid. The Employer shall not make any changes to existing plan benefits without consultation with the Union.

The Employer shall pay 100% of employee premiums for Life Insurance, Dependent Life Insurance and Accidental death and Dismemberment. Optional Life Insurance and Critical Illness Insurance are available to Employees and Employees pay 100% of the premium costs.

Enrollment in all plans is conditional on plan eligibility.

25.03 Consultation with the Union will begin as soon as reasonably possible after the Employer becomes aware of a pending or possible change.

25.04 The Employer shall pay fifty percent (50%) of any professional fees required by the Employer.

25.05 The Employer agrees to maintain the existing Group RRSP Pension Plan which shall be funded at five percent (5%) by permanent Employees to be matched at five percent (5%) by the Employer. Pension deductions shall be made on a

percentage of gross annual regular earnings. Participation is mandatory for all part-time and full-time Employees.

ARTICLE 26 - JOB CLASSIFICATIONS AND RECLASSIFICATION

26.01 New Classifications – Should a new classification be created during the term of this Agreement, the Employer and the Union shall negotiate the rate of pay and job title for such classification. Nothing herein shall prevent the Association from employing personnel in such positions during such negotiations. If the parties are unable to agree on the rate of pay and job title for the classification, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the position was first filled by the Employee.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

27.01 The Employer, the Union and the Employees recognize that they are bound by the provisions of the Occupational Health and Safety Act (Nova Scotia) and its Regulations.

27.02 Cooperation of Safety - The Union and the Employer shall cooperate through the Joint Occupational Health and Safety Committee in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work.

27.03 Safety Committee Pay Provisions - The Joint Occupational Health and Safety Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

27.04 Safety Measures - The Employer agrees to supply First Aid Kits as recommended by the Joint Occupational Health and Safety Committee.

27.05 Investigation of Accidents - The Joint Occupational Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union as soon as possible on the nature and cause of the accident or injury.

27.06 Injury Pay Provisions - An Employee who is injured during working hours and is authorized by the Employer to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the Employee's regular rate of pay, without deduction from sick leave.

27.07 Workplace Violence

The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

(a) VIOLENCE RISK ASSESSMENT

The Employer agrees to have a current violence risk assessment for all worksites in accordance with the provisions of the Occupational Health and Safety Act (the "OH&S Act").

The employer agrees to update the violence workplace assessment for a worksite in accordance with the provisions of the OH&S Act.

(b) WORKPLACE VIOLENCE PREVENTION PLAN

The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the provisions of the OH&S Act. The Plan will be available to all employees in accordance with the OH&S Act.

(c) TRAINING

The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace in accordance with the provisions of the OH&S Act. The training will include the following in accordance with the provisions of the OH&S Act:

- i. The rights and responsibilities of employees under the OH&S Act.
- ii. The workplace violence prevention statement.
- iii. The measures taken by the employer to minimize or eliminate the risk of violence.
- iv. How to recognize a situation in which there is a potential for violence and how to respond appropriately.
- v. How to respond to an incident of violence, including how to obtain assistance.
- vi. How to report, document and investigate incidents of violence.

(d) EMPLOYEES WHO EXPERIENCE VIOLENCE

Where an incident of violence has occurred in the workplace it will be reported to the Employer and joint Occupational Health and Safety Committee. The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace.

(e) NO REPRISALS

The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident of workplace violence.

ARTICLE 28 - CHANGES IN OPERATION

28.01 Technological Change - Advance Notice – Two (2) months minimum notice or more wherever possible will be provided before the introduction of any new methods of operation which affects the rights of Employees, conditions of employment, wage rates, substantive changes to job descriptions or work loads, the Employer shall notify the Union of the proposed change.

28.02 Transfer Arrangements – An Employee who is displaced from their job by virtue of such changes or improvements will be given the opportunity to fill other vacancies for which the Employee is qualified and has seniority.

28.03 Job Security — The Employer shall not contract out work of the bargaining unit, if to do so, would cause undue or unnecessary hardship for members of the bargaining unit. Undue or unnecessary hardship means that no bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 29 - GENERAL CONDITIONS

29.01 The Employer will keep a bulletin board at the Central Office.

ARTICLE 30 - TRANSFER BENEFITS

30.01 Amalgamation, Regionalization and Merger Protection - In the event the Employer merges or amalgamates with any other body, the Employer will attempt to ensure that

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.

- 3) No Employee shall suffer a loss of employment as a result of merger.
- 4) Preference in location of employment in the merged operation shall be on the basis of seniority.

30.02 Continuation of Acquired Rights - All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

30.03 Present Conditions to Continue - All rights and benefits which Employees now receive shall continue insofar as they are consistent with and specifically provided for in this Collective Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration - The Agreement shall be in effect for the period commencing April 1, 2021 and ending March 31, 2026 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

31.02 Changes in Agreement - Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. All such changes shall be agreed upon in writing and signed by both parties.

31.03 Retroactivity - Wages for all employees shall be retroactive April 1, 2021, or the date of hire, if later. Negotiated wage increases will be implemented thirty (30) calendar days following receipt of funds from the Department of Community Services. This does not include retroactive payments. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon applying to the Employer in writing within thirty (30) calendar days of the signing of this Agreement.

Signed this 10th day of May, 2024, in DARTMOUTH, Nova Scotia, on behalf of:

**METRO COMMUNITY
HOUSING ASSOCIATION**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2305**

N Marsh

Krista Wain

Stynes

Cherie Pelletier

Challic

Doughish - Curran

SCHEDULE A WAGES

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21	Apr.01-21	Apr.01-22	Apr.01-22	Apr.01-23	Apr.01-23	Apr.01-23	Apr.01-23	Mar.31-24	Mar.31-24	Apr.01-24	Apr.01-24	Apr.01-25	Apr.01-25
			Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Weekend Overnight	\$12.6503	\$26,313	\$12.8401	\$26,707	\$13.0327	\$27,108	\$13.9702	\$29,058	\$14.3893	\$29,930	\$14.4612	\$30,079	\$14.8950	\$30,982	\$15.1929	\$31,601
Laundry Worker (PIC)	\$17.0671	\$35,500	\$17.3231	\$36,032	\$17.5829	\$36,572	\$18.5204	\$38,522	\$19.0760	\$39,678	\$19.1714	\$39,877	\$19.7465	\$41,073	\$20.1414	\$41,894

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21	Apr.01-21	Apr.01-22	Apr.01-22	Apr.01-23	Apr.01-23	Mar.31-24	Mar.31-24	Apr.01-24	Apr.01-24	Apr.01-25	Apr.01-25
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Residential Care Worker	Start	\$17.0671	\$35,500	\$17.3231	\$36,032	19.8121	\$41,209	\$20.4065	\$42,446	\$20.5085	\$42,658	\$21.1238	\$43,938	\$21.5463	\$44,816
	After Year 1					20.2166	\$42,050	\$20.8231	\$43,312	\$20.9272	\$43,529	\$21.5550	\$44,834	\$21.9861	\$45,731
	After Year 2					20.6291	\$42,909	\$21.2480	\$44,196	\$21.3542	\$44,417	\$21.9948	\$45,749	\$22.4347	\$46,664
	After Year 3					21.0502	\$43,784	\$21.6817	\$45,098	\$21.7901	\$45,323	\$22.4438	\$46,683	\$22.8927	\$47,617
	After Year 4					21.4796	\$44,678	\$22.1240	\$46,018	\$22.2346	\$46,248	\$22.9016	\$47,635	\$23.3596	\$48,588
Residential Counsellor	Start	\$20.3155	\$42,256	\$20.6202	\$42,890	21.7933	\$45,330	\$22.4471	\$46,690	\$22.5593	\$46,923	\$23.2361	\$48,331	\$23.7008	\$49,298
	After Year 1					22.2382	\$46,256	\$22.9053	\$47,643	\$23.0198	\$47,881	\$23.7104	\$49,318	\$24.1846	\$50,304
	After Year 2					22.6921	\$47,199	\$23.3729	\$48,616	\$23.4898	\$48,859	\$24.1945	\$50,325	\$24.6784	\$51,331
	After Year 3					23.1552	\$48,163	\$23.8499	\$49,608	\$23.9691	\$49,856	\$24.6882	\$51,351	\$25.1820	\$52,379
	After Year 4					23.6276	\$49,145	\$24.3364	\$50,620	\$24.4581	\$50,873	\$25.1918	\$52,399	\$25.6956	\$53,447

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21	Apr.01-21	Apr.01-22	Apr.01-22	Apr.01-23	Apr.01-23	Mar.31-24	Mar.31-24	Apr.01-24	Apr.01-24	Apr.01-25	Apr.01-25
			Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Case Manager	\$32.5262	\$67,654	\$33.0141	\$68,669	\$33.5093	\$69,699	\$34.5146	\$71,790	\$34.6872	\$72,149	\$35.7278	\$74,314	\$36.4424	\$75,800

* Overnight Support rate is \$125.50 effective April 1, 2020. Effective date of ratification, the Overnight Support rate is \$152.00. Future changes in the Overnight Support rate shall be tied to increases in the minimum wage.

LETTER OF UNDERSTANDING #1 - SCHEDULING

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

Depending on approval by staff of a particular schedule which may involve scheduling on an eighty (80) hour, per two (2) week basis, the Union would be prepared to discuss a mutually agreed upon change.

DATED the *10th* day of *May*, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

FOR THE UNION:

N. Mason

Krista Wain

Silvius

Cherie Pelleri

Cherrie

Daghighi

LETTER OF UNDERSTANDING #2 - REASSIGNMENTS

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

The Employer maintains the right to reassign Employees according to the operational requirements of the service.

- (a) Notwithstanding any other provision in this Agreement, the Employer has the right to reassign Employees or work as required. The Employer shall not exercise the right to reassign in an unreasonable or arbitrary manner.
- (b) Where consistent with the operational requirements by the Employer, expressions of interest for reassignment may be invited by the Employer. When the Employer determines that all other factors are relatively equal, seniority shall be the determining factor with regard to expressions of interest.
- (c) The Employer will notify the Union of all Employees reassigned pursuant to this provision.
- (d) An Employee who does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss their concern with their immediate supervisor.
- (e) In the event an Employee wishes to request a reassignment; the reassignment request form shall be submitted to their supervisor for consideration. This request does not imply a guaranteed reassignment.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista Wan
Sittys

FOR THE UNION:

Cherie Bellent
Chalcing
English-Cum

LETTER OF UNDERSTANDING #3 - REST AND MEAL PERIODS

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

1. Rest and meal periods are paid time, and are to be taken within the worksite unless operational requirements permit otherwise.
2. Rest and meal periods are taken within scheduled work hours.
3. It is in the best interest of MCHA clients, employees and management that rest and meal periods be taken in a flexible manner.
4. For shifts other than eight (8) hours in length, rest and meal periods are pro-rated based on an eight (8) hour shift.
5. Rest and meal periods that are occasionally missed due to operational reasons will be compensated on a straight time basis as time taken during a subsequent shift(s).
6.
 - a) Provision for accumulating time on a straight time basis will be made in situations when rest or meal periods are frequently missed due to persisting client or operational needs.
 - b) Employees having given forty-eight (48) hours' notice shall receive from the employer approved accumulated time off.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista Wan
Silques

FOR THE UNION:

Chene Pelletier
Challie Jay
Doughish - Comm

LETTER OF UNDERSTANDING #4 – RESIDENTIAL COUNSELLORS IN SUPPORTED APARTMENT SERVICES VACATION

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

The Parties mutually agree that, notwithstanding Article 21, the following shall apply for the classifications of Residential Counsellors for the period June 1 - September 30 of each year:

- 1) All vacation requests for the period June 1- September 30 must be submitted by April 1 of each year. The Employer shall respond no later than April 15. Vacations for this period shall be granted by seniority.
- 2) Any requests submitted after April 1 shall be granted on a first come, first serve basis.
- 3) The Employer will attempt to grant all requested vacations contingent on operational requirements and will not deny the requests in an unreasonable or arbitrary manner.
- 4) The Employer will only guarantee three (3) continuous weeks off for any Residential Counsellor.
- 5) It is understood that a maximum of twenty percent (20%), [for example: 2 of 10] may be off at any one time.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista Wau
Sitepts

FOR THE UNION:

Cherie Pellen
Challing
English-Cann

LETTER OF UNDERSTANDING #5 - GROUP RRSP PENSION PLAN

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION
(herein referred to as the “Employer”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305
(herein referred to as the “Union”)

Re: Group RRSP Pension Plan

This Letter of Understanding does not constitute a change to the Collective Agreement.

The purpose of this Letter of Understanding is to clarify Article 25.05 of the Collective Agreement, and define gross earnings.

Gross earnings are defined as all hours worked by the Employee, plus the hours paid but not actually worked, including:

- Overtime pays
- Statutory Holiday Pay
- Vacation Pay
- Sick Leave Pay
- Other leaves with pay, including Union leave
- Retroactive pay
- Jury Duty
- Bereavement Leave
- Workers' compensation benefits (i.e. If an employee maintained full salary from the employer, and the WCB payments went to the Employer, the full salary is to be included in regular wages. If the Employer pays an Employee the difference between monies received from Workers Compensation and the Employee's regular salary, the difference is to be included in regular wages)
- Premium pay for working holidays
- Shift premiums
- Weekend premiums

Gross earnings do not include the following and as such contributions to the Group RRSP plan should not be paid for these types of earnings:

- Allowances for vehicle use, kilometers driven, clothing, meals, etc.
- Monies received in lieu of benefits
- Severance pays
- Other types of extra pay, allowances or bonuses.

Any changes deemed necessary will take place within thirty (30) days of signing.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N. Marsh

Kenta Wau

Sittypes

FOR THE UNION:

Chene Pellerin

C. Pellerin

D. English-ann

**MEMORANDUM OF AGREEMENT #1 - OVERNIGHT SUPPORT/WEEKEND
OVERNIGHT**

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

The parties agree that, notwithstanding Articles 17, 18 and 19 and any other applicable Articles in the Collective Agreement the following shall apply for Overnight Support/Weekend Overnight staff:

1. Overnight Support staff, excluding Weekend Overnight, who work more than eight (8) ten (10) hour overnight support shifts in a bi-weekly period shall be eligible for a payment of time and a half (1 1/2) of the overnight rate for each additional ten (10) hour overnight support shift worked within the bi-weekly period.
2. In addition, for the purpose of calculating overtime for additional hours worked in other classifications, in excess of eighty (80) hours in a bi-weekly period, overnight support staff shall be eligible for overtime in the following manner:
 - a) A credit of two (2) active hours for each overnight shift worked, and
 - b) Hours worked in other classifications.

To calculate, take the additional hours worked in other classification, add two credit hours for each overnight shift worked. If the total of hours exceeds 80 hours bi-weekly, the Employee receives the additional hours rate of pay at time and one half (1 ½)

Example #1: Overnight hours worked: 6 shifts (60 hours) = 12 credits
Additional hours worked
in other classification: +72 hours
84 hours

* This would constitute four (4) hours of overtime at time and one-half (1 1/2) the additional hours rate of pay.

An Overnight Support staff works nine (9) overnight support shifts in a bi-weekly period (credit of eighteen (18) hours).

The same Overnight Support staff, in addition to the above, works seventy (70) hours in other classifications.

Example #2: Overtime Hours Worked: 8 shifts full-time Overnight (80 hours)+

as an overnight	1 Overtime Overnight Shift (10hours) = 90 hours =18 credits
Additional Hours Worked +	
In Other Classification:	<u>70 Hours</u>
Total:	<u>88 Hours</u>

* This would constitute one overtime shift at the current overnight rate of pay at time and one half (1 ½) and eight (8) hours of overtime at time and one half (1½) the additional hours rate of pay.

Example: Overnight Support staff whose work location is in House A

- a) Residential Counselors who are oriented to House A are called first.
 - b) Overnight Support staff whose work location is House A are called second.
 - c) Anyone else who is oriented to House A (bargaining unit employees and casuals) are called next.
3. When Overnight Support or Weekend Overnight Support staff remains at work due to operational reasons after the end of their scheduled shift, all additional continuous hours worked will be paid at the rate of time and one-half (1 ½ x additional hours rate of pay).

DATED the 10th day of *May*, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista Wau
Sittyes

FOR THE UNION:

Chen Pelletier
Chelli Dy
Dengizhan

MEMORANDUM OF AGREEMENT # 2

GROUP RETIREMENT SAVINGS PLAN

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

WHEREAS the current Collective Agreement between Metro Community Housing Association and the Canadian Union of Public Employees, Local 2305 ("Local 2305") (collectively, the "Parties") mandated that a Group Retirement Savings Plan Review Committee (the "Committee") be established;

AND WHEREAS the Committee reviewed the current withdrawal provisions of the Group Retirement Savings Plan (dated October 1, 2004 and amended November 2005) (the "Plan") as it relates to the members of Local 2305;

AND WHEREAS the Committee recommended to the Parties that the Plan be amended through a Memorandum of Agreement;

THEREFORE BE IT RESOLVED THAT:

1. Local 2305 and Metro Community Housing Association agree to amend the Plan to allow members, upon request, to access their Group Retirement Savings Plan funds for the purposes of participating in the Canada Revenue Agency "Home Buyers' Plan" and "Lifelong Learning Plan", and for financial hardship reasons;
2. No further amendments to the Plan or the Plan text (including but not limited to the withdrawal terms) may be approved or implemented without the prior written agreement of Local 2305 and Metro Community Housing Association;
3. Withdrawals of funds shall be subject to the following conditions:
 - (i) Any Plan member withdrawing funds from the Plan must release, in writing, Local 2305 and the Metro Community Housing Association from any liability or responsibility arising from, or related to, the withdrawal of funds;
 - (ii) Any Plan member withdrawing funds from the Plan must acknowledge, in writing, that they are aware of and agree to assume any tax consequences arising from the withdrawal of funds;

- (iii) Withdrawals shall be allowed for the following reasons only:
 - a. Financial hardship; and
 - b. Participation in the Canada Revenue Agency "Home Buyers Plan" and/or "Lifelong Learning Plan".
- (iv) Plan members shall contact Great West Life directly for any withdrawal of funds.
- (v) Members' eligibility to withdraw funds pursuant to this Agreement shall not be subject to prior approval of the Employer. All withdrawals shall be final and binding and shall not be subject to the grievance procedure under the Collective Agreement.

DATED the 10th day of May, 2024^{NM}, 2023, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

FOR THE UNION:

N Marsh
Krista Wain
SITYRES

Cheno Pelleri
Chadley
Dinglishman

MEMORANDUM OF AGREEMENT # 3 – HOURS OF WORK

BETWEEN:

**METRO COMMUNITY HOUSING ASSOCIATION
(herein referred to as the “Employer”)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305
(herein referred to as the “Union”)**

The Employer and Union will meet to discuss the process for the call in list within three (3) months of the signing of this Agreement.

DATED the *10th* day of *May*, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh

Krista Wain

Stynes

FOR THE UNION:

Chere Pelletier

Challicity

Dingizh-an

MEMORANDUM OF AGREEMENT # 4 – BEHAVIOURAL HOME PROJECT

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

WHEREAS the Employer introduced a pilot project for two “behavioral homes” under a new staffing model and service agreement with DCS on February 12, 2021.

AND WHEREAS a new classification of Community Inclusion Facilitator (CIF) was created to provide service in these homes.

NOW THEREFORE the parties agree as follows:

1. The pay scale for the CIF is as follows:

Classification	Step	Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21		Apr.01-22		Apr.01-23		Mar.31-24		Apr.01-24		Apr.01-25			
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate		
CIF	Step 1	\$22,7740	\$47,370	\$23.1156	\$48,080	\$26.0958	\$54,279	\$26.4872	\$55,093	\$27.2818	\$56,746	\$27.4182	\$57,030	\$28.2407	\$58,741	\$28.8055	\$59,915
	Step 2	\$23,2386	\$48,336	\$23.5872	\$49,061	26.6281	\$55,386	\$27.0275	\$56,217	\$27.8383	\$57,904	\$27.9775	\$58,191	\$28.8168	\$59,939	\$29.3931	\$61,138
	Step 3	\$23,7127	\$49,322	\$24.0684	\$50,062	27.1713	\$56,516	\$27.5789	\$57,364	\$28.4063	\$59,085	\$28.5483	\$59,380	\$29.4047	\$61,162	\$29.9928	\$62,385
	Step 4	\$24,1964	\$50,328	\$24.5593	\$51,083	27.7256	\$57,669	\$28.1415	\$58,534	\$28.9857	\$60,290	\$29.1306	\$60,592	\$30.0045	\$62,409	\$30.6046	\$63,658
	Step 5	\$24,6900	\$51,355	\$25.0604	\$52,126	28.2912	\$58,846	\$28.7156	\$59,728	\$29.5771	\$61,520	\$29.7250	\$61,828	\$30.6168	\$63,683	\$31.2291	\$64,957

2. The classification of CIF is included in the bargaining unit and incumbents are subject to all terms and conditions of the collective agreement between the parties.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista Wau
Sittikas

FOR THE UNION:

Chene Pellenic
Chad King
English Ann

MEMORANDUM OF AGREEMENT # 5 – RE: HOURLY SHIFT AND WEEKEND PREMIUMS FOR OVERNIGHT SUPPORT CLASSIFICATION AND THOSE EMPLOYEES WHO WORK OVERNIGHT SUPPORT SHIFTS FOR ADDITIONAL HOURS

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305

The shift and weekend hourly premium amounts in articles 19.02 and 19.03 are applicable to Overnight Support Positions and employees who work Overnight Support shifts for Additional Hours for up to a maximum of two (2) awake hours per shift. Operational requirements and client needs will determine when awake hours shall be observed and therefore eligible for premiums.

DATED the *10th* day of *May*, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N. Marsh
Kristen Waw
S. Hayes

FOR THE UNION:

Cherie Pedeur
Chad Dyer
English Curran

MEMORANDUM OF AGREEMENT #6 - REQUIRED EDUCATION

BETWEEN:

**METRO COMMUNITY HOUSING ASSOCIATION
(herein referred to as the "Employer")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305
(herein referred to as the "Union")**

In the event the Province of Nova Scotia decides to amend the required Core Competencies for the Residential Rehabilitation Worker and/or Residential Care Worker employees will have up to one (1) year to become fully qualified. The necessary education shall be provided at no cost to the Employee and any time spent acquiring such qualifications shall be compensated at straight time rates.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista White
Sitynes

FOR THE UNION:

Cherrie Pelletier
Challie Eg
English-arron

MEMORANDUM OF AGREEMENT # 7 RESIDENTIAL CARE WORKER (RCW) CLASSIFICATION

BETWEEN:

**METRO COMMUNITY HOUSING ASSOCIATION
(herein referred to as the "Employer")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305
(herein referred to as the "Union")**

WHEREAS the Union and the Employer agree that there are instances where the RCW classification is working to the full scope of the Residential Rehabilitation Worker (RRW);

NOW THEREFORE the Parties agree as follows:

Where an Employer identifies in writing within 30 days of the signing of this Agreement that an RCW is working to the full scope of the classification they will move them to the RRW classification.

RCWs moved to the RRW classification as a result of this shall be required to complete the two (2) additional core competencies if not already completed.

The effective date for this change shall be the date of ratification.

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N Marsh
Krista Wain
Sittiquis

FOR THE UNION:

Chene Pellerin
Chadler
Daragh-Anne

MEMORANDUM OF AGREEMENT # 8 - RETIREMENT BENEFIT ENHANCEMENTS

BETWEEN:

METRO COMMUNITY HOUSING ASSOCIATION
(herein referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2305
(herein referred to as the "Union")

Whereas the parties wish to enhance retirement benefits for employees and to offer the option of a defined benefit pension plan to employees the parties agree to the following:

Registered Retirement Savings Plans

Where the parties participate in a Registered Retirement Savings Plan (including Defined Contribution) the Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2024 or as soon as reasonably possible following April 1, 2024.

Upon joining the CAAT Pension Plan Employer and Employee contributions shall be matching and shall be at the following rates:

April 1, 2024 or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).

April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).

March 31, 2026 the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).

DATED the 10th day of May, 2024, in DARTMOUTH, Nova Scotia.

FOR THE EMPLOYER:

N. Marshall
Krista White
Stynes

FOR THE UNION:

Chere Pelletier
Challinor
Deborah Ann

